in the arrangement now before us, the words go no farther than the making of the will, and we must consider whether the substance fairly imports anything more. * * * (Here the court reviews the facts.) At best it is not certain that the parties meant what they did to amount to a legal obligation, * * * and such uncertainty is sufficient to stay the hand of a court of equity.

"But there is another basis on which the bill may rest. The testimony fully supports the allegation of the complainants that their contributions to Mrs. Stager were induced by her fraudulent representations as to her means of living, and the prayer of the bill is sufficient to entitle the complainants to relief on that ground if a court of equity is competent to afford relief. * * * That the jurisdiction of the English court of chancery extended to such cases is clear. * * * (Here the court reviews numerous English decisions.) Undoubtedly, the American courts have not generally upheld so broad a jurisdiction, being influenced probably, and sometimes controlled, by enactments similar to the United States judiciary act of 1789, which declares that 'suits in equity shall not be sustained in either of the courts of the United States in any case where a plain, adequate, and complete remedy may be had at law.' But New Jersey is distinguished from her sister states by her adherence to the standards of the mother country respecting both rights and remedies in equity, and I know of no constitutional or statutory provision or judicial decision in this state which can be regarded as withholding or withdrawing from our court of chancery any jurisdiction possessed by its English prototypes. True, the jurisdiction of equity in cases of fraud remediable at law has not been much invoked, but that may be accounted for in large degree by the less expensive, equally efficient, and in former times more speedy, remedy secured in the courts of law. When resorted to, however, the jurisdiction of equity has not been doubted."

SALE—BANK CASHING DRAFT DRAWN AGAINST CONSIGNMENT OF GOODS AS PURCHASER—LIABILITY UPON EXPRESS OR IMPLIED WARRANTY OF TITLE OR QUALITY.—The question whether a bank which cashes a draft, attached to a bill of lading and drawn against the price of the goods named therein, becomes liable, as though it were the seller, for the breach of the express or implied warranties of quality or title with which the goods were originally sold, was involved in the recent case of *Hall* v. *Keller*, (1902)—Kan.—67 Pac. Rep. 518. There the shipper of goods took the bill of lading to his own order, endorsed it to the consignee intended, drew a draft on the consignee for the price, and discounted the draft attached to the bill of lading at a local bank. This bank sent the draft on for collection, and on its presentation to the consignee, it was paid by him and the proceeds were remitted to the bank which had discounted the draft. Before the goods reached their destination, however, they were intercepted by a paramount title, and never came to the hands of the consignee, although he had paid for them as above indicated. The consignee brought this action against the bank, claiming that the bank stood in the attitude of seller and was liable upon the implied warranty of title. Some authority for this position was found in two recent cases involving that question,—*Landa* v. *Lattin* (1898), 19 Tex. Civ. App. 246, 46 S. W. Rep. 48; and *Finch* v. *Gregg* (1900), 126 N. C. 176, 35 S. E. Rep.

251, 49 L. R. A. 679. (MECHEM ON SALES, §1816.) These cases, however, had previously been repudiated as unsound by the Iowa court in *Tolerton & Stetson Co.* v. *Anglo-California Bank* (1901), 112 Iowa, 706, 84 N. W. Rep. 930, 50 L. R. A. 777, and the Kansas court concurred with the Iowa court. The same rule was applied to Keller & Dean, a firm of attorneys, who had endorsed the draft before the bank discounted it. The court said that to hold the bank liable under such circumstances as these would discourage the immense business constantly carried on in this way and would "undoubtedly cause a revolution in commercial circles."

VOTERS—RIGHT TO VOTE FOR CANDIDATE WHOSE NAME IS NOT ON THE OFFICIAL BALLOT.—Whether a voter has an absolute right to vote for whom he pleases, or whether under the Australian ballot law his right can lawfully be limited to voting for some person only whose name is on the ticket, is a question which is growing in interest and difficulty. In the very recent case of *Chamberlin* v. *Wood* (1901)—S. Dak.—, 88 N. W. Rep. 109, is it held by a majority of the court that the legislature, in enacting an election law, may lawfully provide that no vote shall be counted which is not made by checking a name already printed on the official ballot, and that such a limitation involves no unlawful restriction upon the voter's constitutional rights. The argument of the majority is, in brief. that the right to vote is not a natural one, but a right conferred by the law, and that, unless restrained by express constitutional prohibition, the legislature may impose such regulations as it deems necessary to promote the public interests. Under the statute in question, a candidate's name could appear on the official ballot only when he had been nominated by a regular party organization or when twenty voters had requested it. The court conceded that there were declarations to the contrary in *Sanner* v. *Patton*, 155 Ill. 553, 40 N. E. Rep. 290; *People* v. *Shaw*. 133 N. Y. 493, 31 N. E. Rep. 512, 16 L. R. A. 606; *Bowers* v. *Smith*, 17 S. W. Rep. 761, 20 S. W. Rep. 101, 111 Mo. 45, 33 Am. St. Rep. 491; and *State* v. *Dillon*' 32 Fla. 545, 14 So. Rep. 383, 22 L. R. A. 124, but contended that in all of these cases, except the last, the expressions relied upon were mere *dicta*, while in the last case the point, though passed upon, was unnecessary to the decision of the case. Fuller, P. J., dissented.

CONSTITUTIONAL LAW—FOURTEENTH AMENDMENT—DUE PROCESS—EQUAL PROTECTION.—The statutes of Ohio forbade the manufacture or sale within that state of any artificial butter made "in imitation or semblance of natural butter." Natural butter might be made with or without any harmless coloring matter, but artificial butter was required to be free from any coloring matter causing it to look or appear like natural butter, and, by a later act, the use of certain enumerated coloring matters, which might lawfully be used in natural butter, was forbidden in the case of artificial butter. As against a domestic corporation, engaged in making and selling artificial butter in violation of the terms of the statutes referred to, *Held*, that the statutes were not in conflict with the constitution of the United States. *Capital City Dairy Co.* v. *Ohio* (1901), 183 U. S. 238.